

A. G. Contract No. KR88-1078-TRD
ECS File: IGA-88-31
Project: F-037-1-926
Fund: 82533
Section: U.S. 89 @ Railhead
Ave.

AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CHEVRON, U.S.A., INC.

THIS AGREEMENT is entered into JUNE 13TH, 1988,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State"), and CHEVRON,
U.S.A., INC., a Pennsylvania corporation ("Chevron").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. In order to increase accessibility to its adjacent
property, Chevron desires that the three-way intersection of
U.S. Highway 89 and Railhead Avenue in the City of Flagstaff be
realigned to a four-way signalized intersection. The State, in
order to eliminate an undesirable skew in the intersection
alignment, has developed plans to accomplish the realignment.

3. Realignment of the intersection will require the
relocation of three utilities, acquisition of new right of way
from the U.S. Forest Service and revisions to the State's
on-going signalization project; and Chevron and the State agree
to share in the project responsibilities.

THEREFORE, both parties mutually agree as follows:

II. SCOPE OF WORK

1. Chevron shall secure a permit from the U.S. Forest
Service for archaeological investigation, contract for
completion of an archaeological study to meet the Forest
Service's requirements, and bear all costs associated with the
study.

2. Upon acceptance of the archaeological study by the Forest Service, the State shall acquire from the U.S. Forest Service the right of way required to realign the intersection.

3. Chevron shall contract with all utility companies which must be relocated as a result of the realignment of this intersection and shall bear the cost associated with said relocations.

4. The State shall add the construction features required south of the curb and gutter radius by change order to its on-going construction project at this location.

5. Chevron shall, at its sole expense, accomplish all construction required north of the curb and gutter radius. Prior to commencing any construction activities within State rights of way, Chevron shall secure a permit from State's District 4 office, 1801 South Milton Road, Flagstaff, Arizona 86001.

6. Upon execution of this agreement, Chevron shall deposit with the State the sum of \$41,083.00, which amount represents State's estimated costs in designing and constructing the realigned intersection, as set out in Exhibit "A" attached to and made a part of this agreement. The State shall bear the cost of additional curb and gutter which are required to realign the intersection, estimated to be \$3,600.00.

7. In addition to the costs as forth above, Chevron shall bear the cost of construction change orders, delays or claims for extra compensation, if any, made by the contractor which are attributable to realignment of the intersection.

* 8. Upon completion of construction, the State shall maintain the realigned intersection.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said realignment; provided, however, that any provisions herein for maintenance shall be perpetual.

2. Chevron agrees to defend, indemnify and hold harmless the State, its agents, officials, and employees from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character whether direct or indirect, or consequential, including damage to or loss of property, and for the injury or death to any or all persons caused by or attributable to the negligence or fault of Chevron, its employees, contractors or agents.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CHEVRON, U.S.A., INC.

STATE OF ARIZONA
Department of Transportation

By David C. Reeves

Title ATTORNEY-IN-FACT

By Gary K. Robinson
GARY ROBINSON
Chief Deputy State Engineer

0043j

EXHIBIT "A"
(1 of 2)

Labor, materials, equipment	\$34,420.
ADOT Construction Administration @ 15%	5,163.
Design Engineering	1,000.
Right of Way Acquisition & Administration	500.
TOTAL COSTS TO CHEVRON	<u>\$41,083.</u>

EXHIBIT "A"
(2 of 2)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A2010001	CLEARING AND GRUBBING		LUMP SUM	915	915
A2020001	REMOVAL OF STRUCT. & OBSTRUCTIONS		LUMP SUM	2,100	2,100
A2020201	SAW CUTTING	110	LF	2.50	275
A2030903	BORROW	70	TN	27	1,890
A2050001	GRADING ROADWAY FOR PAVEMENT	777	SY	6.15	4,779
A2060001	FURNISH WATER SUPPLY		LUMP SUM	2,346	2,346
A3030022	AGGREGATE BASE, CLASS 2	100	CY	18	1,800
A4040111	BITUMINOUS TACK COAT F&I	6	TN	383	2,298
A4060011	ASPHALTIC CONCRETE (MISC. STRUCTURAL)	110	TN	52	5,720
A7310110	POLE (TYPE J)	1	EA	2,050	2,050
A7310130	POLE (TYPE Q)	1	EA	1,200	1,200
A7310290	POLE FOUNDATION (TYPE J)	1	EA	2,130	2,130
A7310310	POLE FOUNDATION (TYPE Q)	1	EA	1,800	1,800
A7310531	MAST ARM (15" TAPERED)	1	EA	595	595
A7310570	MAST ARM (30" TAPERED)	1	EA	908	908
A7330030	TRAFFIC SIGNAL FACE (TYPE C)	1	EA	210	210
A7330060	TRAFFIC SIGNAL FACE (TYPE F)	4	EA	250	1,000
A7330210	TRAFFIC SIG. FACE (PED) (MAN/HA)	2	EA	275	550
A7330220	PED. PUSH BUTTON	2	EA	110	220
A7330310	T.S.M.A. (TYPE II)	4	EA	50	200
A7330340	T.S.M.A. (TYPE V)	1	EA	260	260
A7330400	T.S.M.A. (TYPE XI)	4	EA	50	200
A7350144	LOOP DETECTORS FOR T.S. (6'X30' Ø)	2	EA	620	1,240
A7360030	LUMINAIRE (HAR MOUNT) (250 W)	2	EA	200	400
	SUBTOTAL				35,086
	WORK DELETED				666
	TOTAL LABOR, MATERIALS, EQUIPMENT				34,420

-172 sq. yds. Bit - 1" HT TO C...

EXST. 60 SQ YARDS BIT PUNT.
DEBLITERATE AND REMOVE

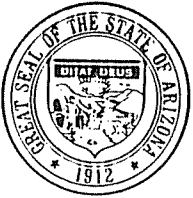
329
50/Lin. Ft. New curb and auto-

1



(AT CHEVRON REQUEST)
(PIPE OUTLET ONLY)

1 (AT CHEVRON REVENUE)



ARIZONA DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

District 4

1801 South Milton Road, Flagstaff, Arizona 86001

ROSE MOFFORD
Governor

CHARLES L. MILLER
Director

September 12, 1988

THOMAS A. BRYANT II
State Engineer

E.S.S. Corporation
5224 South 39th Street
Phoenix, Arizona 85040

ATTN: Bruce Gannett
Division Manager

RE: F 037-1-926 (H050301C)
U.S. 89 and Railhead Avenue
Change Order Number Two
Cost Analysis

Gentlemen,

This letter is to inform you that your cost analysis for Change Order Number Two has been accepted by the Arizona Department of Transportation (A.D.O.T.). Please note that this acceptance is based upon the charges made and initialed by Bruce Gannett. Specifically, those changes are the altering of Bid Item Number Three from \$2,000 to \$1,000, which reduces the "EXTRA WORK TOTAL" from \$6953 to \$5953.

Accepting your cost analysis in no way binds A.D.O.T. with the last page of that analysis. As you are aware, change orders are completed on a contractual basis. In submitting your cost analysis, E.S.S. Corporation has made an offer to the State of Arizona. If we accept that offer, a contract has been formed and the cost is no longer subject to discussion. Therefore, in the future, kindly refrain from incorporating your "NOTE" into your cost analysis.

If you have any questions, please contact Wesley W. Scatena, Senior Project Supervisor, at 779-7598.

Sincerely,

Don Dorman
Chief Project Supervisor

JER/jer
xc: Foster
Scatena
C.O. #2 File
Correspondence: ADOT to Contractor



ATTACHMENT 'C'



CORPORATE HEADQUARTERS
5224 South 39th St., Phoenix, AZ 85040, (602) 437-1039

TUCSON DIVISION OFFICE
3510 South Campbell, Tucson, AZ 85713, (602) 620-1991

EDWARD A. ZALETEL, P.E., President

Arizona Department of Transportation
Highways Division - District 4
1801 South Milton Road
Flagstaff, Arizona 86001

Aug. 12, 1988

Att: Wesley W. Scatena, Senior Project Supervisor

Re: Project: F-037-1-926

Subject: Request for Change Order #2 (for the work necessary to complete before C.O. #1 can begin)

Gentlemen,

We submit the following cost breakdown for the establishment of Bid Items for additional work required to begin and complete C.O. #1.

Bid Item #1. Excavate and remove 10 LF of existing 24" CMP, furnish and install 2 EA bands, 1 EA 90° elbow, 1 EA flanged end, 1 QT paint, and 20 LF of 24" CMP, and place and compact backfill material, all in accordance with the details shown on the plans and the requirements of the standard specifications.

Material (delivered)		\$1,425
CMP (16 gage)	1,005	
Spec. backfill (14 t)	420	
Labor		700
2 laborers x 2 days	400	
1 operator x 2 days	300	
Equipment		1,640
Backhoe w/loader	600	
Tamper	200	
Water Truck	400	
Cutting Torch	100	
Flat bed truck	180	
PU Truck	160	

Cost Subtotal	\$3,765
15% overhead	565
10% profit	433

BID ITEM #1	1 LS	\$4,653
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Bid Item #2. (ADOT #) Furnish and install 400 LF of #12 THW to energise additional ped heads and push buttons.

BID ITEM #2	400 LF @.75	\$ 300
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Bid Item #3. Survey for C.O. ~~2~~ #2.

BID ITEM #3	1 LS	
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EXTRA WORK TOTAL

ADOT.
AUG 17 1988
ORG 4443
C.O. # 2 FILE

1,000 B.S.
#2,000
9,5953 B.S.
#4,953

ATTACHMENT 'D'

NOTE: The above is based on estimated quantities per approx. proposed work per project supervisor. Contractor will be paid for actual work installed per unit prices or extra if quantities exceed above mentioned amounts FOR LS ITEMS.

If there are any questions please call us at 437-1039.

Sincerely,


Bruce Gannett
Division Manager

